BILL NO. S-84-11-38

SPECIAL ORDINANCE NO. S- 172-84

AN ORDINANCE approving City Utilities
Remote Reader Installation Contract.

WHEREAS, the Board of Public Works and Safety has received bids from various vendors with respect to the installation of remote readers, to be done on behalf of the City Utilities of the City of Fort Wayne, Indiana; and

WHEREAS, the Board of Public Works and Safety desires to award said Contract to National Porta-Test, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Board of Public Works and Safety's award of the City Utilities Remote Reader Installation Contract to National Porta-Test, Inc. is hereby approved and ratified. The Board of Public Works and Safety is empowered and authorized to execute all documents necessary to consummate such Agreement.

SECTION 2. That the cost for each remote reader installation is Twenty-Three and 85/100 Dollars ($23,85) per unit, under Option A as submitted by National Porta-Test, Inc. and the total Contract price is Forty Two Thousand Two Hundred Fourteen and 50/100 dollars ($42,214.50), all as more specifically detailed in the attached bid documents, made a part hereof.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Thomas D. Henry
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O Boxberger
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on (C), the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.

DATE: 11-27-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT | TO-WIT: |
|---|---|---|---|---|---|
| TOTAL VOTES | 9 | | | | |
| BRADBURY | C | | | | |
| BURNS | C | | | | |
| EISBART | C | | | | |
| GiaQUINTA | C | | | | |
| HENRY | C | | | | |
| REDD | C | | | | |
| SCHMIDT | C | | | | |
| STIER | C | | | | |
| TALARICO | C | | | | |

DATE: 12-11-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-172-84 on the 11th day of December, 19 84,

ATTEST:
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)
Ray A Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of December, 19 84, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12 day of December, 19 84, at the hour of 2:00 o'clock P.M.,E.S.T.

WIN MOSES, JR., MAYOR

BILL NO. S-84-11-38

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN ORDINANCE approving City Utilities Remote Reader Installation Contract

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

THOMAS C. HENRY, CHAIRMAN

MARK E. GiaQUINTA, VICE CHAIRMAN

NO CHARLES B. REDD

JAMES S. STIER

DONALD J. SCHMIDT

CONCURRED IN 12-11-84
SANDRA E. KENNEDY, CITY CLERK

Admn. Appr._____

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance A-84-11-38

DEPARTMENT REQUESTING ORDINANCE City Utilities

SYNOPSIS OF ORDINANCE An Ordinance approving City Utilities Remote Reader Installation Contract.

EFFECT OF PASSAGE City Utilities will be able to catch up on 1½ year backlog for remote reader installations.

EFFECT OF NON-PASSAGE Opposite of the above.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $42,214.50 ± ($23.85 per unit)

ASSIGNED TO COMMITTEE (PRESIDENT)_____

# The City of Fort Wayne

November 5, 1984

To Whom It May Concern:

The following is an amendment to the Request for Proposals for Installation of Remote Reading Services, Released October 22, 1984.

Page 9

C. Contract

1. Type of Contract Anticipated

The contract resulting from this procurement shall be a unit price contract, as determined by the Board of Public Works selection, for completion of the work required and associated duties as described herein.

If deemed necessary and desirable and upon mutual agreement between the City and contractor, any contract awarded may be extended for a period not to exceed the next full calendar year.

Sincerely,

Sylvia H. Whitacre
Project Leader, Remote Installation
Room 405 City-County Bldg.
Fort Wayne, Indiana 46802

# The City of Fort Wayne

October 22, 1984

Re: Request for Proposal: Remote Meter Installations

The Board of Public Works is pleased to request a bid from your firm for the installation of remote water meters.

The enclosed request has been changed from the original one distributed last month. We believe this new request will reduce or eliminate anticipated problems for the Utility and the contractors. These changes involve the elimination of re-plumbing, supply of materials, scheduling, and "concurrent" installations.

Inquiries can be made at the pre-bid conference on Thursday, November 1st at 1:00 P.M. Room 9 City County Bldg. Cafeteria or through the Project Leader.

The deadline for proposal submittals is 9:00 A.M., Friday, November 9, 1984. There will not be a public bid opening.

BOARD OF PUBLIC WORKS

David J. Kiester
Director of Public Works

Cosette R. Simon
Director of Administration and Finance

Lawrence D. Consalvos
Director of Public Safety

# REQUEST FOR PROPOSALS

CITY UTILITIES OF THE
CITY OF FORT WAYNE, INDIANA

FOR

INSTALLATION OF REMOTE READING DEVICES

IN THE WATER UTILITY SERVICE AREA

PHASE I- PRESENT ORDERS

Released By: The Board of Public Works
of the City of Fort Wayne, Indiana
City-County Building
One Main Street
Fort Wayne, IN 46802

Date of Release: October 22,1984

REQUEST FOR PROPOSALS

CITY UTILITIES OF THE
CITY OF FORT WAYNE, INDIANA
FOR
INSTALLATION OF REMOTE READING DEVICES
IN THE WATER UTILITY SERVICE AREA

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# PART I. GENERAL CONDITIONS

## A. Introduction

### 1. General

a. This document is prepared as a request for proposals for personal professional services which would provide the labor and supervision for installation of remote reading devices for residential customers in the water service area of the Utility. The intent is that the installation of remote reading devices will make meter reading procedures more cost-efficient.

b. This document sets forth the work to be performed and the requirements of proposal submission.

c. The firm selected will enter into a contract with the Board of Public Works of the City of Fort Wayne, acting for and on behalf of the Utility for the services presented in the proposal. The Contractor will be directly responsible to the Board of Public Works for the fulfillment of its commitments, and will perform its duties under the direction of the Project Leader.

d. Whenever used herein, the terms, "firm", "contractor", and "bidder" shall apply to individuals, partnerships, corporations or other organizations submitting a proposal hereunder.

e. Whenever used herein, the term "Board" refers to the Board of Public Works of the City of Fort Wayne, Indiana.

f. Whenever used herein, the term "Utility" refers to the Water Utility of the City of Fort Wayne, Indiana.

### 2. Objectives

a. The Board of Public Works seeks a Contractor who will accept full responsibility for the successful completion of the total project as described herein;

b. The Board and Utility will assist the Contractor, as mutually agreeable. No City or Utility employee will actually work for the Contractor or be primarily responsible for producing any contracted item.

B. Proposal Submittal Parameters

1. Schedule of Activities

The schedule of activities relative to this Request for Proposals is as follows:

| Event | Date |
|---|---|
| Request for Proposal Distribution | October 22, 1984 |
| Pre-Bid Conference | November 1, 1984 |
| Firm's Inquiry Period Ends | November 8, 1984 |
| Proposal Responses Due | November 9, 1984 |
| Selection of Proposals Approximately | November 16, 1984 |
| Contract Award | December 6, 1984 |
| Project Start--Target Date | January 2, 1985 |

2. Inquiry

a. Questions and requests for information, interpretation or clarification must be submitted on or before November 8, 1984, to:

Sylvia Whitacre
Project Leader
Room 405
One Main Street
Fort Wayne, IN 46802
Tel: (219) 427-1186

b. All questions and requests for interpretation or clarification deemed germane will be answered in writing and copies distributed to all firms. To affect this Request for Proposals, such answers must be in writing and signed by the Project Leader of the Water Utility. Verbal answers to inquiries shall not affect the Request for Proposals.

3. Cost of preparing the Proposal

The Board of Public Works accepts no obligation for costs incurred by firms in the preparation of proposals or cost incurred in anticipation of being awarded a contract.

4. Amendments to the Request for Proposals

The Board reserves the right to issue amendments to the Request for Proposals prior to the proposal due date.

5. Due date of Proposals

All proposals must be delivered by hand or mail to the Board of Public Works no later than 9:00 A.M. EST on November 9, 1984. All proposal packages must be addressed to:

Board of Public Works
City-County Building
One Main Street
Fort Wayne IN 46802

6. Proposal Submission

a. Component Parts

Each bidder shall submit a proposal on the Proposal Form contained herein. Instructions on the content and format of the proposal are contained in Part III, Proposal.

b. Identification of Sub-contractor

The prospective firm must identify by name and main post office address any sub-contractor it intends to engage and specify the tasks and/or services the sub-contractor will perform during the contract term.

Any firm submitting a proposal must be prepared to perform a major portion of the required functions; however, sub-contracting by the successful firm may be acceptable in performing the requirements of these specifications. The successful firm will always be responsible for the performance of any contractual obligations which may result from this Request for Proposals and shall not be relieved by non-performance of his sub-contractors of any of the services described herein.

c. Identification of Affiliation

If the prospective firm is owned or controlled by a parent company, the firm shall provide the name and main post office address of the parent company.

d. Notwithstanding any other provision of this Request for Proposals, it is the intent of the City of Fort Wayne, and its Utilities, that "joint ventures" or joint proposals may be submitted, provided however that the requirements of paragraph 9- Independent Price Determination, and all other relevant portions of this Request for Proposals are adhered to, and in conjunction therewith, the term "sub-contractors" shall include members of the joint venture and all those who submit a joint proposal.

e. Bid Bond.

Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to the Board of Public Works, in a sum of ten (10) percent of the aggregate amount of the bid or proposal; or the bidder may deposit with the Board of Public Works, in lieu of such bond, a certified check on a solvent bank, payable to the City of Fort Wayne, equal in amount to the amount required in such bond. Said bond, or certified check, is required as a guarantee that should the said bid or proposal be accepted by the Board of Public Works, the bidder will, within ten (10) days from the time the bidder is notified of such acceptance, enter into a contract with the City of Fort Wayne for the work, material, or apparatus bid upon, and give bond with surety to be approved by the Board of Public Works, insuring the faithful completion of the contract(s).

In case a bid is not accepted, the obligation of the said bond shall be null and void and said certified check shall be returned to bidder.

In case a bid is accepted and the bidder does enter into a contract with the City of Fort Wayne for the work, material or apparatus bid upon, within ten (10) days from the time bidder is notified of such acceptance of the same, and does furnish performance bond as required, then the obligation of the said bidder's bond shall be null and void, and the certified check shall be returned to the bidder.

In case a bid is accepted and the bidder shall refuse to or neglect to enter into a contract with the City of Fort Wayne for the work, material or apparatus bid upon, within ten (10) days from the time bidder is notified of such acceptance of the same, and furnish performance bond as required, then the obligation of the said bidder's bond shall remain in full force and effect or said certified check shall be forfeited to the City of Fort Wayne as ascertained and liquidated damages for failure to do so.

f. Non-Collusion Affidavit

Each bidder must submit with his proposal the Non-Collusion Affidavit form attached. To be legally executed, the Non-Collusion Affidavit must be signed by an officer of the firm authorized to make the commitments requested by the Request for Proposal, and must be notarized.

g. Financial Statement and Experience Questionaire

In accordance with the provisions of I.C. 5-16-1-2, each bidder shall submit under oath and as a part of his bid a statement of his experience, his proposed plan for performing the work, and the equipment which he has available for the performance of such work. The contractor must also submit a Financial Statement. If such Financial Statement is already on file with the Board of Public Works, the attached " Certificate in Lieu of Financial Statement may be submitted. These requirements may be met by submitted FORM A-96 (available from the Board) or equal information provided through a certified financial statement and statement of experience.

h. Affirmative Action Program

An approved Affirmative Action Program must be on file with the Compliance Office or submitted and approved with this proposal. If such plan is already on file, the Contractor is required to submit the attached Certificate in Lieu of Equal Employment Statement and Affirmative Action Program. The Contractor must also submit the attached Minority/Female Employment Requirements and Percentage Participation Goal Statement.

i. MBE/WBE Statement

The City has adopted General Ordinance No. G-16-84 which identifies specific goals for participation by minority and women-owned businesses: that the total yearly dollar amount of procurement contracts be at least 15% for minority business enterprises and at least 12% for women business enterprises of the total dollar amount of all such contracts; and that the total yearly dollar amount of construction contracts be at least 7% for minority business enterprises and at least 2% for women business enterprises of the total dollar amount of all such contracts.

As a part of the submission, the Contractor will be required to submit an MBE/WBE STATEMENT in essentially the form supplied and appended to this Request for Proposals.

7. Minimum Mandatory Requirements for Acceptance of Proposals

The opened proposals will not be considered for award unless the proposals meet the following mandatory requirements:

a. The PROPOSAL form containing all attachments is contained in the sealed package and properly signed, and identified.

b. The Contractor has identified any sub-contractor. The Contractor should include the name and address of a licensed plumber if the bidding contractor does not meet license requirements.

c. The prospective firm has properly identified its parent company, if applicable.

d. A bid bond or certified check in lieu of bid bond is submitted.

e. A non-collusion affidavit is submitted.

f. A Financial Statement or a certificate in lieu thereof if a current financial statement is on file with the Board of Public Works, and an experience questionaire statement are submitted.

g. An Affirmative Action Program plan, or a certificate in lieu thereof, Minority/ Female Employment Requirements and Percentage Participation Goal Statement are submitted.

h. An MBE/WBE Statement properly identifying any MBE or WBE contractors by name and main Post office address, and specifying the tasks or services the sub-contractor will perform or provide.

8. Allocation of Contract Price

In its proposal, the Contractor shall list the districts being bid, the number of districts in which work would proceed simultaneously, the number of installations daily, the number and size of crews, total completion time, the days and hours work would be performed and unit/ district prices, with and without the Contractor scheduling installations.

9. Independent Price Determination

By submission of a proposal, the bidder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, and in connection with this procurement:

a. The prices proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

b. Unless otherwise required by law, the prices quoted have not been knowingly disclosed by the bidder prior to opening in the case of an advertised procurement directly or indirectly to any other bidder or to any competitor; and

c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

d. Each person signing the proposal certifies that he is the person in the bidder's organization responsible for, or authorized to make decisions as to the prices quoted, and that he has not participated, and will not participate, in any action contrary to the aforementioned.

10. The contractor, and all subcontractors will be required to pay wage rates on this work which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of I.C. 5-16-7-1; a copy of the wage scale is attached.

11. Rejection of bids

The Board expressly reserves the right to reject any and all proposals, and sections of proposals, to accept the best proposal which is submitted by a responsible bidder, is responsive to the Request for Proposals and which is the most advantageous to the Board of Public Works and the Utility, price and other factors being considered, and to waive any irregularity in proposals. All bidders are cautioned however to comply with all proposal requirements.

12. Review of Proposals

The proposals will be examined and compared as to compliance with this Request for Proposals, competence, price, and best interest of the Utility. After review, the Board will proceed without unnecessary delay to award one contract for the whole, or more than one contract for portions or districts.

13. Award Information to Unsuccessful Bidders

The Board will notify all unsuccessful bidders after the award of the contract has been made. No information will be released after the closing date for submission of proposals until a proposal has been selected.

14. News Release

The Board of Public Works shall make no news release pertaining to the procurement until a proposal has been selected.

15. Retention of Proposals

The proposals submitted in response to this Request for Proposals will be retained by the Board of Public Works. Retention of the proposals does not obligate the Board to any action, nor does it prevent the Board from using any ideas contained in the proposals.

16. Incorporation by Reference

The Request for Proposals and the proposal submitted by the selected firm shall be incorporated by reference into the contract award for this proposal.

17. Performance and Guaranty Bond

The successful bidder or bidders, at the time of signing the contract, shall furnish bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and surety to be approved by the Board of Public Works, on the bond form marked "Performance Bond" and bound herewith. The performance bond shall contain the following clause: " The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications."

C. Contract

1. Type of Contract Anticipated

The contract resulting from this procurement shall be a unit price contract, as determined by the Board of Public Works selection, for completion of the work required and associated duties as described herein.

2. Contract Terms and Conditions

The contract awarded as a result of this Request for Proposals will be based upon the following mandatory contract language as well as other clauses deemed necessary or desirable by both parties to the contract:

a. Authority to Bind Contractor: Notwithstanding anything in the contract to the contrary the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor designated herein.

b. Independent Contractor: Both parties hereto, in the performance of this Contract, will be acting in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees or sub-contractors of the other party.

c. Nondiscrimination: Contractor, and its sub-contractors if any, in accordance with the requirements of I.C. 5-16-6-1, agree:

1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

3. That there may be deducted from the amount payable to the contractor by Utility, under this contract, a penalty of five ($5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

4. That this contract may be canceled or terminated by the Utility, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this section of the contract.

d. Multi-term funding cancellation clause: Payment and performance obligations undertaken by this contract are subject to the availability of funds and in this regard this contract may be terminated, in whole or in part, when the Director of the Division of Finance and Administration of the City of Fort Wayne shall make a written determination that funds are not available to support continuation of performance in a fiscal year.

e. Payments: All payment obligations are subject to the encumbrance of monies and shall be made in arrears and in this regard the Contractor agrees to execute such payment (invoice) forms as reasonably required by the Utility. Any and all payments required by the Contract to be made by the City of Fort Wayne, its Board of Public Works or its Utilities shall be made only upon formal inspection and approval of work products required by the Contract.

f. Taxes: The City of Fort Wayne and the City Utilities are exempt from Federal, state and local taxes. The Utility will not be responsible for any taxes levied upon the Contractor as a result of this Contract.

g. Governing Laws: This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

h. Compliance with laws: Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference. The enactment of any State or Federal statute or the promulgation of regulations thereunder after execution of this Contract shall be reviewed by the City Attorney (Corporation Counsel) and by the Contractor to determine whether the provisions of the Contract require formal amendment.

i. Penalties/Interest/Attorney's Fees: The Utility will in good faith perform its required obligations hereunder and, notwithstanding any clause contained in the Contract, does not agree to pay any penalties, interest, or attorney's fees, except as directed by Indiana law, in part, IC 34-4-17 et seq.

j. Indemnification: Contractor agrees to indemnify, defend and hold harmless the City of Fort Wayne, the Board of Public Works and the Utilities, and their agents, officers, and employees from all claims and suits including court costs, attorneys fees, and other expenses, caused by any act or omission of the Contractor and/or its sub-contractors, if any.

k. Liability Insurance: The Contractor is required to submit written evidence that he and all subcontractors have obtained for the period of the contract, full comprehensive liability insurance coverage, providing for both bodily injury and property damage, and having as additional named insureds the City of Fort Wayne and the Water Utility.

1. Bodily injury portion shall include coverage for injury, sickness or disease, and death, arising directly or indirectly out of, or in connection with, the performance of work under this contract, and shall provide for a limit of not less than Fifty Thousand ($50,000) Dollars for all damages arising out of bodily injury, including wrongful death, and for not less than One Hundred Thousand ($100,000) Dollars on account of any one accident;

2. Property damage portion shall provide for a limit not less than One Hundred Thousand ($100,000) Dollars for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with performance of work under this contract and in any one occurrence, including explosion, collapse and underground exposure.

## PART II. SCOPE OF WORK STATEMENT

### A. Introduction

#### 1. Background

City Utilities of the City of Fort Wayne is responsible for water and sewage services within the corporate limits of the City of Fort Wayne, Indiana. In addition, the Utility has acquired former private water and sewer utilities in areas which are contiguous to the City, particularly northeasterly in St. Joseph and Adams Townships. Currently, the Water Utility of the City of Fort Wayne, Indiana serves approximately 73,100 customers, within and without the City. There are approximately 62,000 residential water customers, and the Utility has received and continues to receive requests from customers that remote reading devices be installed.

These requests constitute a backlog of orders, each requiring the installation of a remote reading device. These requests are scattered throughout the City. There are approximately 1,770 customers whose meters are to be converted under this Phase I, which relates to elimination of the backlog prior to subsequent Phases, to be separately contracted. In addition there are two operational options: (a) that the Contractor will schedule the installations, and (b) that the Utility will schedule the installations.

The Utility has attached to this Request a map of the separate "Districts" within which the backlog of orders exists, with a schedule of the approximate number of orders outstanding in each such District. The bidder may select any or all of the Districts with respect to which it chooses to submit a proposal. In addition, there are two operational options: (a) that the Contractor will schedule the installations, and (b) that the Utility will schedule the installations. The bidder must submit a bid under Option (b), and may submit a bid under Option (a). With respect to each District for which a bid is submitted, the bidder will submit unit installation prices, and, by extension, District prices. The bidder is expected to submit for each bid District the anticipated number of units installed in a work day, and, by extension, the anticipated number of work days required.

The Utility has prepared a set of Specifications under which the Contractor will install the remote reading devices. A complete set of these Specifications is attached to this Request for Proposals and will be considered a part of and incorporated in the proposed Contract.

B. Scope of Services Required

1. The Utility is seeking professional firms to supervise and execute the installation of remote reading devices for designated residential customers, not currently equipped, throughout the Utility service area.

2. The bidder may select any or all of the districts with respect to which it chooses to submit a proposal. The Contractor is expected to provide the Utility with a unit price for each district for which it choses to bid, the anticipated number of units to be installed in a work day, and by extension the gross price per district and the anticipated number of work days required, by district.

3. In addition there are two operational options: (a) that the Contractor will schedule the installations, and (b) that the Utility will schedule the installations. Bids submitted may be with respect to both options, but for any district bid, must include option (b)-with the Utility doing the scheduling. Contractor will pick up the meter replacements, required wiring and fittings, and remote reading devices from Utility inventories, and provide the labor to make the installations as scheduled throughout the Utility service area; Contractor will read the old and new meters; Contractor will return the replaced meter to Utility inventory.

C. Other considerations

The contractor is advised that any proposal must not rely heavily on the Utility's Water Maintenance staff whose workload is already committed. Some minimal consultation will, of course, be a necessity, and will be arranged through the Project Leader.

D. Contract term

1. The Utility may be guided in determining a contract term based upon the suggestions of the contractor with respect to the number of remote reading devices the contractor anticipates installing in a workday or other appropriate time frame. The number of remote reading devices installed in a given time frame may also be affected by the labor available.

2. The Contractor is requested to submit a statement of the manpower he has available, or would obtain, and the source of such manpower.

## PART III. FORM OF PROPOSAL

A proposal shall be submitted for the services identified in this Request for Proposals. All proposals must be submitted on this Form of Proposal. Each proposal shall be endorsed with the title of the work, "Remote Reading Device Installation Proposal, name of bidder and date of submission. The package containing the proposal shall be filed with the Clerk of the Board of Public Works on or before 9:00 A.M., November 9, 1984. No proposal submitted after this date and time will be considered.

The undersigned, having familiarized himself (themselves) with the conditions affecting the cost of the work and with the General Conditions, Scope of Work Statement, Proposal, Supplementary Specifications, and all required attachments, hereby proposes to furnish all necessary labor, transportation, supervision, equipment and miscellany, to perform all the work described in the Request for Proposals, including any addenda thereto, with respect to those Districts, for the unit prices, and within the anticipated time set forth below:

| | | OPTION-A-~~CONTRACTOR~~ UTILITY SCHEDULES | | OPTION B-~~UTILITY~~ CONTRACTOR SCHEDULES | |
|---|---|---|---|---|---|
| District Number | Estimated Number of Remotes | Unit Price $/ each | District Price: $ | Unit Price $/ each | District Price: $ |
| 1 | 70 ± | $ 20.85 | $ 1,459.50 | $ 23.85 | $1,669.50 |
| 2 | 70 ± | $ 20.85 | $ 1,459.50 | $ 23.85 | $1,669.50 |
| 3 | 50 ± | $ 20.85 | $ 1,042.50 | $ 23.85 | $1,192.50 |
| 4 | 80 ± | $ 20.85 | $ 1,668.00 | $ 23.85 | $1,908.00 |
| 5 | 100 ± | $ 20.85 | $ 2,085.00 | $ 23.85 | $2,385.00 |
| 8 | 60 ± | $ 20.85 | $ 1,251.00 | $ 23.85 | $1,431.00 |
| 9 | 80 ± | $ 20.85 | $ 1,668.00 | $ 23.85 | $1,908.00 |
| 10 | 100 ± | $ 20.85 | $ 2,085.00 | $ 23.85 | $2,385.00 |
| 11 | 110 ± | $ 20.85 | $ 2,293.50 | $ 23.85 | $2,623.50 |
| 14 | 80 ± | $ 20.85 | $ 1,668.00 | $ 23.85 | $1,908.00 |
| 16 | 100 ± | $ 20.85 | $ 2,085.00 | $ 23.85 | $2,385.00 |
| 17 | 80 ± | $ 20.85 | $ 1,668.00 | $ 23.85 | $1,908.00 |
| 19 | 50 ± | $ 20.85 | $ 1,042.50 | $ 23.85 | $1,192.50 |
| Subtotal | 1030 ± | 20.85 | 21,475.50 | 23.85 | 24,565.50 |

Note: Number of meters is estimated only.

PLEASE NOTE

National Port-A-Test, Inc. can accept and contract for no less than 90% of the total estimated units or districts which-ever is the large

| District Number | Estimated Number of Remotes | OPTION-A-~~CONTRACTOR~~ UTILITY SCHEDULES Unit Price $/ each | District Price: $ | OPTION B-~~UTILITY~~ CONTRACTOR SCHEDULES Unit Price $/ each | District Price: $ |
|---|---|---|---|---|---|
| 20 | 50 ± | $ 20.85 | $ 1,042.50 | $ 23.85 | $ 1,192.50 |
| 22 | 60 ± | $ 20.85 | $ 1,251.00 | $ 23.85 | $ 1,431.00 |
| 24 | 100 ± | $ 20.85 | $ 2,085.00 | $ 23.85 | $ 2,385.00 |
| 25 | 80 ± | $ 20.85 | $ 1,668.00 | $ 23.85 | $ 1,908.00 |
| 26 | 80 ± | $ 20.85 | $ 1,668.00 | $ 23.85 | $ 1,908.00 |
| 27 | 100 ± | $ 20.85 | $ 2,085.00 | $ 23.85 | $ 2,385.00 |
| 28 | 140 ± | $ 20.85 | $ 2,919.00 | $ 23.85 | $ 3,339.00 |
| 29 | 130 ± | $ 20.85 | $ 2,710.50 | $ 23.85 | $ 3,100.50 |
| Total | 1,770 ± | 20.85 | 36,904.50 | 23.85 | 42,214.50 |

Number of crews: 3+ Individuals per crew: 2 NOTE: crew members plus or minu as weather permits.

Days of Work: 6 Hours: available daylight hours. Total Installations/day: 30/45

Total completion time: 75 days Licensed Plumber: yes X no ____ (but not in Indiana

Subcontractor: Harold Stith, Plumbing & Heating. (Licensed Plumber)
Name

Address 5620 Gaywood Drive
Fort Wayne, Indiana

Fort Wayne/Allen County.
License # 1734

The undersigned attaches hereto, as a part of its proposal, those documents required.

If the foregoing proposal is accepted by the City, he will, within ten (10) days after receiving notice of acceptance, execute and enter into contract(s) in appropriate form, to furnish the labor and supervision, scheduling, if such option is selected by the Utility, transportation, equipment and miscellany, necessary for the full and complete execution of the work, and will furnish a performance bond, proof of liability insurance, and certificate of compliance with the provisions of the Indiana Workmen's Compensation Act, I.C. 22-3-2-1, as shall be required and approved by the City.

If the proposal is accepted he will, within the time specified for completion, complete the work required for those Districts for which a contract shall be awarded to him.

Individual or Partnership:

IN WITNESS WHEREOF, the bidder by its owner (partner), executes and submits its Proposal this _____ day of _____, 1984.

Firm Name: _____

By: _____
Signature

_____
Typed or printed name and title

Corporation:

IN WITNESS WHEREOF, the bidder, a corporation has caused this Proposal to be executed and submitted by its President and Secretary and its corporate seal affixed this 7th day of November, 1984.

Firm Name: National Port-A-Test, Inc.

By: Garry Irwin
Signature

Garry Irwin, President
Typed or printed name and title

Attest: [signature]
Secretary

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

## BIDDER'S BOND

Know All Men by These Presents:

That WE, National Port A Test, Inc. as principal

and Balboa Insurance Co

and _____ as sureties,

are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of 10% of bid not to exceed 10,000 DOLLARS ($ 10% of bid ),

to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Dayton, OH, this 26th

day of September, 19 84

The condition of this obligation is such that if the accompanying bid or proposal of Remote Installation - Water Meter

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

SIGNED at Dayton, OH

this 26th day of September, 19 84.

National Port A Test, Inc

Principal

Balboa Insurance Company

*Mark S. Romanak

Surety

Mark S. Romanak Attorney-in-fact

*If signed by an agent appropriate power of attorney shall be attached

# NON-COLLUSION AFFIDAVIT

State of OHIO

County of CLARK

The undersigned, being duly sworn upon oath, says: That he is the contractor, or, that he is the representative, agent, member or officer of the contractor and that he has not, nor has any other representative, agent, member or officer of the contractor, directly of indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or to pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Proposal, or the Contract contemplated therein, other than the consideration which appears on the face of the contract.

National Port-A-Test, Inc.
Contractor: Printed or typed

By: Garry Irwin
Signature

Garry Irwin, President
Printed or typed name

Subscribed and sworn to before me
a Notary Public this 7th day of November, 1984

Notary Public
Type or print name
My Commission expires
Resident of CLARK County

CLARK ENGELMEIER
Notary Public, State Of Ohio
My Commission expires June 4, 1985

See [illegible]

# CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, _____, the _____
Name

_____ of _____
Position Company

hereby certify:

1. That the Financial Statement of said Company, dated the _____ day of _____, 19____, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said Company as of the date hereof:

2. That I am familiar with the books of said Company showing its financial condition and am authorized to make this certificate on its behalf.

DATED: _____

_____
Signature

_____
Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this _____ day of _____, 19_____.

_____
Notary Public
Resident of _____County, IN

My Commission Expires:

_____

CONTRACTOR TO COMPLETE THE FOLLOWING CERTIFICATE IF EQUAL EMPLOYMENT STATEMENT AND AFFIRMATIVE ACTION PROGRAM HAVE BEEN PREVIOUSLY FILED WITH THE CITY OF FORT WAYNE. IF CONTRACTOR DOES NOT HAVE SUCH STATEMENTS ON FILE, THEY MUST BE FILED PRIOR TO SUBMISSION OF BIDS.

## CERTIFICATE IN LIEU OF EQUAL EMPLOYMENT STATEMENT AND AFFIRMATIVE ACTION PROGRAM

I Garry Irwin (name), the President (position),

of National Port-A-Test, Inc. (company)

hereby certify:

1. That the Equal Employment Statement and the Affirmative Action Program of said company, dated the _____ day of _____, 19___, is now on file with the Equal Employment Opportunity Office of the City of Fort Wayne, Indiana.

2. That the Equal Employment Statement and the Affirmative Action Program has been approved by the Equal Employment Opportunity Officer of the City of Fort Wayne, Indiana.

3. That said company is/is not Signatory to the Fort Wayne and Area Plan either by direct agreement to the Plan or by virtue of a contract agreement with a Union that is signatory to the Plan.

DATED: November 7, 1984

_____
Signature

State of Indiana
County of Allen

Subscribed and sworn to before me, a notary public, in and for said county and state, this 7th day of November 1984.

Clark Engelmeier
Notary Public
Resident of Allen County, Ohio

CLARK ENGELMEIER
Notary Public, State Of Ohio
My Commission expires June 4, 1985

My Commission Expires:

_____

## MINORITY/FEMALE EMPLOYMENT REQUIREMENTS

(CHOOSE ONE OPTION)

X 1. I will be a participating member of the Fort Wayne Area Plan for the duration of this Contract.

____ 2. I will be a union contractor for the duration of this Contract. All those performing work on this project will be unionized, or equality.

____ 3. I am currently bound to Federal Register requirements and I will follow them for the duration of this Contract. (This is not an option to those contractors not already bound to follow the Federal Register.)

____ 4. I will be bound to the following statements and shall complete the Percentage Participation Goal Statement.

The contractor's/bidder's attention is directed to the fact that the City of Fort Wayne, Indiana has made a determination to encourage a greater utilization of minority and/or female employees in construction projects of the City. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be exended by minority and/or female employees.

Minority for these purposes shall include all of the following: Black, Hispanic, Asian, American Indian, Alaskan Indian or Pacific Islander.

In bidding on this project the contractor/bidder shall be required to state that percentage of total work hours to be expended on the project by minority and/or females. The percentage so designated shall, if the contractor's or bidder's offer is accepted by City, become contractually binding upon said bidder or contractor.

The contractor/bidder is further advised that all laws, rules, regulations, execution orders, and directives issued by the State of Indiana or the United States of America affecting or pertaining to this project or the work to be performed hereunder shall be controlling to the extent so provided or to the extent that they might impose greater participation of employment by minority and/or female employees and this determination by the City of Fort Wayne does not supercede any of such state or federal laws, rules, regulations, orders, or directives applicable to the work covered hereunder.

The offeror or bidder is herewith advised that failure to complete and submit the following Percentage Participation Goal Statement as a part of its bid shall cause the bid to be rejected as non-responsive.

## PERCENTAGE PARTICIPATION GOAL STATEMENT

The undersigned herewith agrees that not less than 17 % of the total work hours expended by it and all of its subcontractors on the work covered by this bid shall be expended by minority and/or female employees. (City has adopted a minimum goal of 17% of total work hours for each project for minority and/or female participation.)

Garry Irwin

National-Port-A-Test, Inc.

Contractor/Bidder

The bidder is further directed to stipulate below, what acts have or will be taken to ensure that the above agreed upon percentage of total work hours expended by minorities and/or females will be met:

National Port-A-Test will actively seek minority employee in the Fort Wayne, Indiana, area for employment during th duration of this project and will request assistance fron local service agencies in said employment.

## NOTICE

The monitoring and compliance authorities will be performed by the City of Fort Wayne, Indiana Compliance Officer. The contractor and his subcontractors will make all relevant and pertinent records available under this contract for inspection by authorized representatives of the Equal Employment, Affirmative Action Office, and Department of Labor, and will permit such representatives access to such during normal working hours. Worksite visits are for verification purposes. If contractor believes that records requested are not relevant, they may initially deny access, promptly notify the Board of Public Works and comply with the findings of the Board as to the relevancy of the requested records.

MBE/WBE STATEMENT

FOR THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA

It is a public policy of the City of Fort Wayne to provide equal opportunities to all of its citizens with respect to City contracts involving procurement of goods and construction projects.

The City has adopted General Ordinance No. G-16-84 which identifies specific goals for participation by minority and women-owned businesses: that the total yearly dollar amount of procurement contracts be at least 15% for minority business enterprises and at least 12% for women business enterprises of the total dollar amount of all such contracts; and that the total yearly dollar amount of construction contracts be at least 7% for minority business enterprises and at least 2% for women business enterprises of the total dollar amount of all such contracts.

The Contract, for which this REQUEST FOR PROPOSALS is prepared, is governed by this Ordinance. To assist the City and the Utility in meeting MBE/WBE goals, the undersigned commits _% as a goal, of the undersigned's total bid price to minority business participation. In that regard, the following MBE firms have been contacted to work as sub-contractors (joint venturers).

| Name of Firm | Type of Work |
|---|---|
| 1. Harold Stith, Plumbing & Heating Co. | Plumbing Contractor. |
| 2. | |
| 3. | |

The undersigned commits _% as a goal, of the undersigned's total bid price to women's business participation. In that regard, the following WBE firms have been contacted to work as sub-contractors (joint venturers).

| Name of Firm | Type of Work |
|---|---|
| 1. Unable to locate such firm or firms prior to bid date. How-ever, we will make every effort to comply with this | |
| 2. policy should we be awarded this project. | |
| 3. | |

Submitted on: November 7, , 1984

By: Garry Irwin

Garry Irwin, President
Name & Title

Business Address National Port-A-Test, Inc.
P.O. Box 1005, Springfield, Ohio 45501

Telephone (513) 323-6560

PART IV. SUPPLEMENTARY SPECIFICATIONS

FOR

REMOTE METER INSTALLATION

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SUPPLEMENTARY SPECIFICATIONS

FOR

REMOTE METER INSTALLATION

I. Scope

A. The work to be completed under this installation program consists principally of furnishing the necessary labor for the installation of generator remote water meters for the City of Fort Wayne, Indiana.

B. The City shall provide to the contractor the following: replacement meters, three wire cable, generator type remote registers, testing devices, seals and wiring, fasteners, washers, meter tags, necessary forms, and other incidental material as needed to complete the installations.

C. The contractor shall furnish the following: all labor as necessary to complete satisfactory installation, transportation, curb box keys and tools, as required to complete such work and uniforms.

D. The scheduling of installations may be made by the contractor or the City, depending upon submitted and awarded bids.

II. Qualifications of Bidders

A. The bidder shall have experience and skill in prior remote installations or other related types of work, have a past record of customer satisfaction, and not been negligent in previous work. If the bidder is not a licensed plumber in the State of Indiana and registered at the Allen County Indiana Building Department, he shall name the licensed plumber he will be sub-contracting.

B. Each installer shall review with the City's Water Maintenance and Service Department procedures to be followed for scheduling, meter installations, testing, and completion of necessary forms.

C. The contractor shall assign only competent, experienced, and courteous employees to represent the City under this agreement. Any employee found to be undesirable by the City shall be removed by the contractor when requested.

D. The contractor shall have full and direct responsibility for the performance and completion of all work under this agreement. He shall require all employees to be uniformed and identified with a badge or card as approved by the City. He shall take all precautions for safely conducting the work and save harmless the City of Fort Wayne, its agents or employees. He shall comply with all laws, rules, regulations, ordinances and codes and obtain all licenses and permits that may be applicable.

E. Failure to meet any of the requirements of this agreement will constitute cause for cancellation of the agreement. In case of cancellation, the contractor shall at this own expense promptly return all meters and other materials advanced for his use. Upon cancellation, there shall be no further payments make to the contractor except for work satisfactorily completed.

III. Description of Work

A. Scheduling

There are two operational options: (a) that the Contractor will schedule the installations, and (b) that the Utility will schedule the installations. If scheduling is done by the contractor, procedures and days/hours of installations shall be submitted and approved by the City prior to implementation.

B. Installation shall be in accordance with the manufacturer's instructions. Upon completion of the installation, the meter and outside register shall be tested for electrical continuity, and the meter checked for leaks by running water through it. The operation of the meter and register shall be checked using the manufacturer's or equal test equipment. Defective installation shall be corrected immediately. The contractor shall not install any material appearing to have a defect that could effect its operation. Defective material should be tagged with a description of the defect and returned to the City. Any ususual plumbing arrangements, ie unmetered water lines, shall be reported to the City.

C. The existing meter shall be removed and the replacement meter installed with new gaskets. Any fittings, as previously directed by the City, shall be installed along with the meter. Replacement meters generally shall be of the same size. Where there is an existing 5/8 x 3/4 reducer (with a 5/3 meter) the reducer and tail piece shall be removed and a straight 3/4 tail piece installed along with a 5/8 x 3/4 meter. All meters in a vertical position shall be reset in a horizontal position using a resetter horn as provided by the City.

D. A three wire cable shall be connected to the meter according to the manufacturer's specifications and run to the outside wall of the house. The outside register shall be securely attached to the house and the wire connected. The wire shall be securely fastened to the inside and outside of the structure. Holes shall be drilled from inside to outside, shall not exceed 1/4" in diameter, and shall be securely caulked after installation. No wire shall be spliced or exposed on the outside of the structure. Remote wire shall not be wrapped around hot water lines, steam lines, or hot furnace pipes. Remote registers shall be located on the side of the house, as close as possible towards the front of the house, on the driveway side. Registers shall not be placed on the rear side of the house. Registers shall be placed only on the front of the house, if not an eyesore, and at the approval of the property owner. The height of the register shall be from 3 1/2 feet to 5 feet from the ground.

E. The contractor shall avoid and be responsible for any unnecessary damage to private property during installation. The work site shall be left in at least as good of a condition as it was found.

F. Any leaks or other defects appearing after the installation shall be presumed to be the result of faulty installation. The contractor shall return to the site and repair, at no charge to the City, such faulty installation within ten days of notification from City. The duration of the contractor's responsibility shall not exceed one year from the date of acceptance by the City.

G. Following completion of each installation, the contractor shall complete and deliver the required forms with all necessary information, such as: date, address, account #, meter size and type, meter #, and read of the meter removed and meter #, register #, meter size and type, read, and installer's name and location of meter installed. All meters removed will be returned to the City within 48 hours of removal.

H. Upon completion of each installation, testing shall be completed by the installer to ensure electrical continuity from the generator to the remote registering device and the proper registering and flow of water. Following such testing, both the meter and outside receptacle shall be sealed in a manner as directed by the City.

I. If the existing plumbing is such that damage would result in attempting to remove and install the necessary meters, if there is a leak in any area other than at the tail piece or meter or that proper fittings and spacing is unsuitable with the proper placement of the meters, the contractor shall notify the customer and Water Maintenance & Service and shall not proceed until further directed by the City. The City then shall instruct the customer to correct the situation in order to allow installation of the meter. The City shall also be notified of any pre-installation leak the installer may find.

J. Normal installations will require only the operation of the stop and waste valve (S&W) prior to meter replacement. In instances where the S&W may be leaking slightly or is nonexistent, the installer may operate the City's curb box to complete the installation. In those instances where there is no S & W or there are other plumbing changes to be made, the installer shall indicate such to the City. The contractor shall refrain from operating curbs boxes under normal circumstances and pull off situations that would result in damage.

IV. Materials

A. The City shall furnish to the contractor the replacement meters, generator type remote registers, testing devices, three wire, seals, seal wire, fasteners, washers, necessary forms, meter tags, and other incidental material as needed to complete proper installations. The contractor shall be responsible for all such material and return all unused material in satisfactory condition.

B. Materials that are damaged, lost, misplaced, or stolen while in the custody of the contractor shall be repaired, replaced or full payment made to the satisfaction of the City.

C. The contractor shall furnish all necessary labor for actual installations, call backs, possible scheduling, and other items as necessary to complete proper installations and testing. Tools, including curb box keys, and transportation vehicles shall be provided by the contractor.

V. Scheduling

A. There are two operational options: (a) that the Contractor will schedule the installations, and (b) that the City will schedule the installations. The Utility will, in either event, supply the Contractor with an order for each installation, with the appropriate address, name, telephone number, meter number, and if the Utility does the scheduling, a statement of the appointment made.

B. A normal work day may encompass the hours of 8:00 a.m. to 7:00 p.m., providing the latter is during daylight hours. In cases where the contractor is scheduling appointments, he shall continually provide the City with a copy of the schedule for installations. Specifically, the district(s) being worked, number of crews in the area, and other information as required by the Project Leader. Any changes in the days and hours for installations (other than those submitted and approved originally) shall be approved prior to implementation.

VI. Compensation

A. Payment for all work performed under this agreement shall be made on a per unit basis for each meter installation. Payment will not be made until each meter is actually installed, and such installation is satisfactory to the City. Payment will not be made for improper installation until such time such installation has been corrected to the City's satisfaction. The unit price shall cover all incidental expenses of the contractor. No additional payment shall be made without a written request and subsequent approval.

B. Billing to the City shall be made once a month for all installations completed for the previous month. The City shall, within thirty days, assuming all work is satisfactory, pay the contractor's invoice amount, less a 10% retainage. The 10% retainage shall be held by the City until completion of the project, which shall be deemed to take place when 100% of the meters are installed within the contract district.

C. The contractor's supervisor shall review all installations prior to submitting the invoice for all such installations to the City.

VII. Guarantee

A. All work by the contractor shall be guaranteed for a period of one year from acceptance of installation by the City.

VIII. Districts

A. The bidder is to provide a unit price for each installation for each district with scheduling by the City. Scheduling by the contractor is an option which the bidder may or may not choose to bid. A final award will be made for each meter district specified, with consideration given not only to price and qualifications, but also to total completion time for all districts bid.

If a minimum number of awarded installations is required under his proposal, the bidder should "qualify" his bid with such specific information. A bidder may submit a proposal with additional services provided by their firm but in no circumstance propose less than what is required by this request.

Listed with the Form of Proposal (Part III) is the estimated number of meters to be installed in each district. The actual number of installations required will change daily depending on the number of orders received and installed each day. Contractors awarded a bid shall, as part of the contract, be bound to complete all meter installation orders received up to and including the last day of installation. It is not expected that orders, per district, will exceed five (5) per week from now until completion time of the contract.

Attachment A

MANPOWER UTILIZATION REPORT
FOR
CITY OF FORT WAYNE CONTRACTS

PROJECT TITLE:

CONTRACTOR:

TOTAL CONTRACT PRICE:

AA BID OPTION:

| TOTAL WORKFORCE USED | RACIAL BREAKDOWN | | | | SEX | | TOTAL HOURS WORKED | MINORITY HOURS WORKED | % MINORITY HOURS WORKED |
|---|---|---|---|---|---|---|---|---|---|
| | W | B | A | O | M | F | | | |

To be placed in bid specifications, completed by contractor and returned to the City when completion affidavit is submitted.

CODE: 1 - SKILLED
2 - SEMI-SKILLED
3 - UNSKILLED
IF- INDUSTRIAL FUND
PW- PER WEEK
PR- PROMOTIONAL FUND

Attachment B

WAGE SCALE

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, *All Construction and Maintenance Contracts awarded by the Board of Works, City of Fort Wayne, Indiana during the months of October, November and December, 1984*

in compliance with the provisions of CHAPTER # 319 of the Acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

| CRAFT | CLASS | RATE PER HR. | H&W | PEN. | VAC. | APPR. | MISC | EXP.DAT |
|---|---|---|---|---|---|---|---|---|
| ASBESTOS WORKER | 1 | 17.70 | .85 | 1.45 | | 2¢ | | 6/30/85 |
| BOILERMAKER | 1 | 18.83 | 1.47½ | 1.90 | | 3¢ | | |
| BRICKLAYER | 1 | 15.91 | 1.05 | 1.25 | | 4¢ | 12¢ PR 4¢ IF | 5/31/85 |
| CARPENTER (BLDG. ) | 1 | 13.90 | 1.50 | 1.25 | | 2¢ | 1¢ PR 4¢ IF | |
| (HIWAY ) | 1 | 13.76 | 1.25 | 1.25 | | 5¢ | 4¢ IF | |
| CEMENT MASON | 1 | 12.85 | .80 | .80 | | 2¢ | | |
| DRYWALL TAPER | 1 | 12.75 | 1.15 | 1.00 | | 12¢ | 16¢ | 5/31/85 |
| ELECTRICIAN | 1 | 17.30 | 1.25 | 90¢+3% | | 8¢ | | 5/31/85 |
| ELEVATOR CONSTRUCTOR | 1 | 17.32 | 1.64½ | 1.27 | 8% | 8½¢ | | |
| GLAZIER | 1 | 15.90 | | .70 | 40¢ | 4¢ | | |
| IRON WORKER | 1 | 13.35 | 2.25 | 2.00 | | annuity 2.45 | 2¢ IF | 5/31/85 |
| LABORER ( BLDG. ) | 1,2,3 | 11.55 - 12.70 | 1.15 | .75 | | 9¢ | 5¢ IF | 5/31/85 |
| ( HIWAY ) | 1,2,3 | 10.98 - 11.83 | 1.15 | .75 | | 9¢ | | |
| ( SEWER ) | 1,2,3 | 9.75 - 10.60 | 1.05 | .75 | | 4¢ | | |
| LATHER | 1 | 13.90 | 1.50 | 1.25 | | 2¢ | 4¢ IF 1¢ PR | |
| MILLWRIGHT & PILEDRIVER | 1 | 14.30 | 1.50 | 1.25 | | 2¢ | 4¢ IF 2¢ PR | |
| OP. ENGINEER ( BLDG. ) | 1,2,3 | 11.55 - 12.55 | 1.00 | 1.40 | | 10¢ | | |
| ( HIWAY ) | 1,2,3 | 11.36 - 15.50 | 1.00 | 1.40 | | 10¢ | | |
| ( SEWER ) | 1,2,3 | 9.75 - 12.94 | .75 | 1.00 | | 10¢ | | |
| PAINTER, BRUSH & ROLLER | 1 | 12.75 | 1.15 | 1.00 | | 12¢ | 16¢ | 5/31/85 |
| SPRAY & SANDBLAST | 1 | 13.75 | 1.15 | 1.00 | | 12¢ | 16¢ | 5/31/85 |
| PLASTERER | 1 | 12.85 | .80 | .80 | | 2¢ | | |
| PLUMBER & STEAMFITTER | 1 | 17.68 | 1.00 | 1.80 | | 7¢ | 7¢ IF | 5/31/85 |
| TILE & TERRAZZO MECHANIC | 1 | 14.25 | | | | | | 5/31/85 |
| MOSAIC & TERRAZZO GRINDER | 1 | 9.50 - 11.50 | | | | | | 5/31/85 |
| ROOFER | 1 | 16.10 | 1.00 | .50 | | | | 5/31/85 |
| SHEETMETAL WORKER | 1 | 16.67 | 1.40 | 1.86 | | 19¢ | 19¢ IF 60¢ SASMI | |
| TEAMSTER ( BLDG. ) | 1,2,3 | 13.00½ - 13.45½ | 38.70 PW | 51.00 PW | | | | |
| ( HIWAY ) | 1,2,3 | 12.31 - 12.91 | 45.50 | " | | | | |

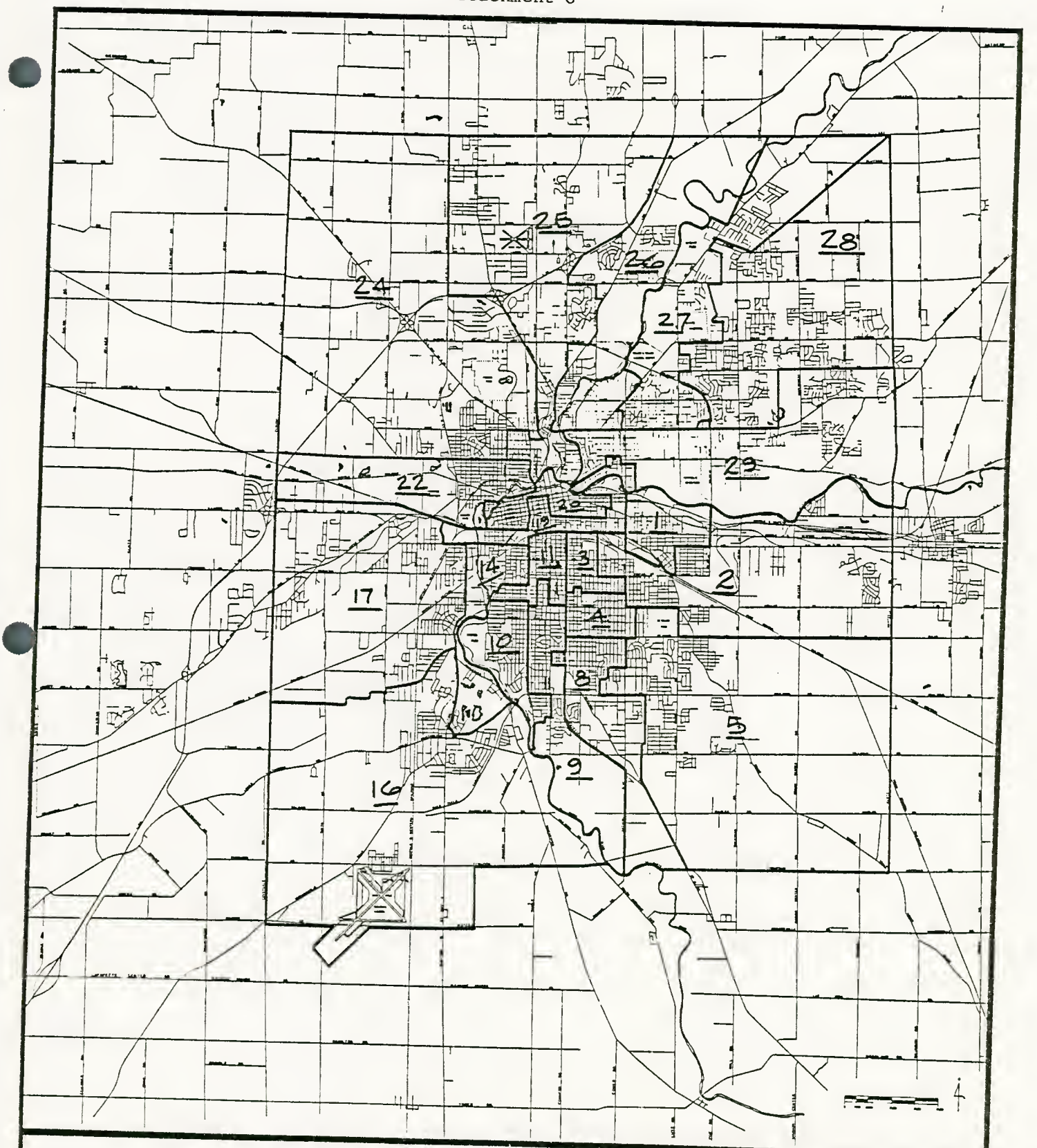
If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 9th DAY OF Oct, 1984

Sue Stone
REPRESENTING GOVERNOR OF INDIANA

David Kirk
REPRESENTING THE AWARDING AGENCY

Thomas E. Morningstar
REPRESENTING THE STATE A.F.L. - C.I.O.



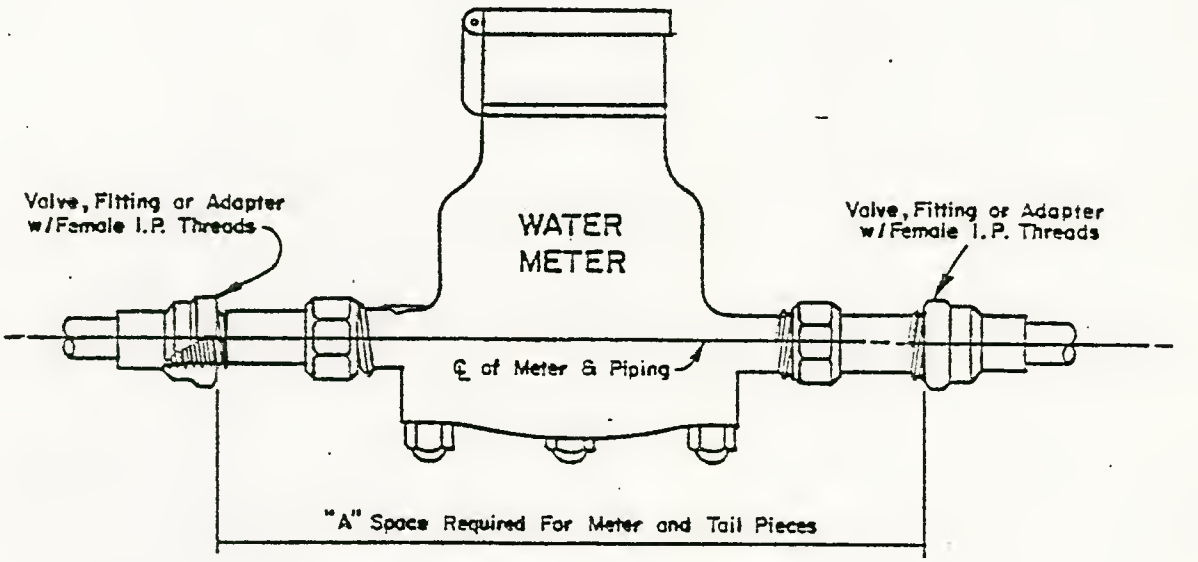

# METER DISTRICTS

Prepared by: Department of Community Development & Planning

# CONSTRUCTION STANDARD

## SMALL WATER METER SPACING

## ( SIZES ——— 5/8" x 3/4", 3/4" & 1")




"B" = Minimum Distance From ℄ of Piping to Floor or Obstruction Below Meter

"C" = Maximum Distance From ℄ of Piping to Floor or Obstruction Below Meter

"D" = Minimum Distance From ℄ of Piping to Wall or Obstruction Behind Meter

"E" = Minimum Distance From ℄ of Piping to Permanent Obstruction Above Meter

| Normal Pipe Sizes | Meter Size | A | B | C | D | E |
|---|---|---|---|---|---|---|
| 3/4" | 5/8" x 3/4" | 11 3/4" to 12" | 6" | 45" | 6" | 32" |
| 3/4" | 3/4" | 13 1/4" to 13 1/2" | 6" | 45" | 7" | 32" |
| 1" | 1" | 15 1/4" to 15 1/2" | 6" | 45" | 7 1/2" | 32" |

NOTE:

(1) No Obstruction Shall be Placed in Front of Meter Which Cannot be Moved Readily For Reading, Repair, or Replacement of Meter.

(2) A Compression Stop and Waste Valve Shall be Installed on Inlet Side of Meter Where Service Line is 3/4". Where Service Line is 1" or Larger, There Shall be a Gate Valve Installed on Each Side of The Meter.

(3) A By-Pass Shall Be Installed Around The Meter, Regardless of Size, if it Supplies Refrigeration Equipment or Service Cannot be Interrupted For Replacement of Meter.

(4) All Meters Shall be Installed in a Horizontal Position With Face of Reading Dial Also Horizontal. No Meter Shall be Tilted or Installed in Any Other Position Without Written Consent Of The Utility.

(5) Meter Shall Be Located Such That it Will Not be Subjected to Freezing or Excessive Heat.

(6) Meter Shall Not Be Located in Cabinets or Other Such Locations Which Prevent Ready Access.

F-2a

ATTACHMENT E

(SPECIMEN FORM)
CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
PERFORMANCE AND GUARANTY BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we _____ (Contractor), as Principal, and the _____ (Insurance Company), a corporation organized under the laws of the State of _____ (State) on the _____ _____ (Date), and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of _____($ ) (Value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the foregoing obligation is such that:

**WHEREAS**, the Principal has entered into a contract with the City of Fort Wayne, Indiana to install or cause to be installed replacement meters and remote reading devices, to become part of the City's utility system, which said meters are to be installed according to plans and specifications prepared by or approved by the City and known as the **INSTALLATION OF REMOTE READING DEVICES**; and

**WHEREAS**, the contract and grant of authority by the City provides:

1. That said installations shall be completed according to the said plans and specifications, and the Principal shall warrant and guarantee all work, material, conditions of the installations for a period of one (1) year from the date of final acceptance in writing by the City of Fort Wayne; and
2. That there shall be filed with the City, a completion affidavit, within thirty (30) days after completion of installations; and
3. That said Principal is required to make such adjustments, modifications and repairs as required by the City within ten (10) days after notice; and
4. That said Principal is required to maintain said installations for a period of one (1) year following written acceptance by the City of said Installations; and

**WHEREAS**, said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

**NOW THEREFORE**, if the Principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said meter installations to become a part of the City's utility system, and shall, for a period of one (1) year after acceptance of said installations by the City, maintain said installations and shall indemnify the City for all loss that the City may sustain by reason of the Prioncipal's failure to comply with any of the terms of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

_____
Contractor

By_____
Signature

_____
Name and Title

Attest:_____
Signature

_____
Name and Title

_____
Surety

By_____

_____
Name and Title
Authorized Agent*

* If signed by an agent,
Power of Attorney must be attached.

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, A Notary Public, in and for said state, personally appeared _____, _____
Name Title

and _____, _____
Name Title

of _____, Principal

and _____, Attorney in Fact, for the

Surety, _____

with both of whom I am personally acquainted, and each duly acknowledged that they subscribed their signatures to the above and foregoing bond, in their respective official capacities as aforesaid.

In Witness Whereof I have hereunto set my hand and affixed my Notarial Seal this _____ day of _____, 198

_____
Signature

_____
Typed or printed name
Notary Public

Resident of _____ County

My Commission expires: _____, 19